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#### Contract Database Metadata Elements

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AD1 / 6120

**AGREEMENT**

**BETWEEN**

**SARANAC LAKE CENTRAL SCHOOL DISTRICT**

**AND**

**SARANAC LAKE CENTRAL SCHOOL DISTRICT  
ADMINISTRATORS ASSOCIATION**

**July 1, 2005 - June 30, 2008**

**RECEIVED**

SEP 0 - 2007

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



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**ARTICLE I**  
**RECOGNITION**

This agreement made as of the June 23, 2005 between the Saranac Lake Central School District, maintaining its principal office at Saranac Lake, New York, hereinafter referred to as "employer", and the Saranac Lake administrators, hereinafter referred to as "administrators." This agreement is to remain in effect until June 30, 2008.

The employer hereby employs the administrators and the administrators hereby accept employment upon the terms and conditions herein set forth.

The Board hereby recognizes the Saranac Lake Administrators Association as the exclusive bargaining agent and representative for all full-time principals, and the Director of Pupil Services.

This agreement was approved by the Saranac Lake Board of Education on\_\_\_\_\_.

**ARTICLE II**  
**RESPONSIBILITIES**

The administrators are employed to direct and coordinate, under the supervision of the Superintendent of Schools, the planning, operation and evaluation of the educational program. The administrators shall perform such duties as may reasonably be required by the employer for the efficient administration of the educational program of the schools.

**ARTICLE III**  
**PERSONNEL FILES**

Each principal shall have the right, upon his request, to review the contents of his personnel file(s). A representative of the Association may, at the principal's request, accompany the principal in such review.

## ARTICLE IV WORK SCHEDULE, LEAVES

1. Administrators will work the number of hours each day that are necessary to fulfill the responsibilities of their position as determined by the Superintendent.
2. The work year is defined as 12 calendar months, beginning on July 1 of each year and ending on June 30 of the following year.
3. Each Administrator will devote all the time and effort necessary to conduct and oversee all the responsibilities of his office. **Each administrator shall receive 25 vacation days annually. Upon tenure each administrator will receive 30 days of vacation annually.** Vacation shall be taken within 12 months of the year in which it is earned, with permission of the Superintendent a maximum of (10) unused vacation days may be carried over to the next school year. All remaining unused vacation time will be converted to sick time at the end of a contract year. Administrators may be granted additional leave at the discretion of the Board of Education.
4. Vacation days will not generally be approved on teaching days between September 1 and June 30. At the discretion of the Superintendent vacation days may be taken during the school year.
5. Personal Leave: Each administrator will be granted **5 personal leave days each work year** without loss of pay. It is the intent and purpose of this paragraph to provide the administrator with leave to attend to only those personal matters which cannot be attended to at a time other than during the normal work day. Personal leave exceeding **5** work days in each work year shall be deducted from accumulated sick leave.
6. Sick Leave: Each administrator shall earn **23** days of sick leave in each work year. Unused sick leave may be accumulated to a maximum of 200 days. During each fiscal

year each administrator shall have available for use the number of sick days earned during the current fiscal plus the number of days carried forward (maximum 200) from the prior year.

7. Bereavement Leave:

a. Each administrator will be granted bereavement leave without loss of pay up to five (5) days for each death in the bargaining unit member's immediate family. Immediate family shall mean spouse, child, parent, guardian, parent-in-law, and grandchildren. Such leave shall not be deducted from accumulated sick leave.

b. In addition and upon review by the Superintendent, a discretionary bereavement leave may be granted on a case-by-case basis for categories not defined by "immediate" family. The decision of the Superintendent in granting or denying the discretionary leave is final and not subject to the grievance procedure.

8. Serious Family Illness: Each administrator will be granted leave for serious family illness without loss of pay up to five (5) days per year. Immediate family shall be defined as in paragraph 7 above. Such leave shall not be deducted from accumulated sick leave. All additional serious family illness days will be deducted from accumulated sick leave.

**ARTICLE V**  
**SALARY**

The district agrees to provide for salary increases to be applied to the administrators' salaries for 4.50% for 2005-06, 4.38% for 2006-07, and 4.50% for 2007-2008 as follows:

<u><b>Increase</b></u>	<u><b>2005-06 Increase</b></u>	<u><b>2005-06 Salary</b></u>
Paul Leahy	\$3,311	76,895
Tom Clark	4,118	95,618
Patrick Hogan	3,218	74,718
Patricia Kenyon	3,289	76,373
Gerald Goldman	4,118	95,618

<u><b>Increase</b></u>	<u><b>2006-07 Increase</b></u>	<u><b>2006-07 Salary</b></u>
Paul Leahy	3,368	80,263
Tom Clark	4,188	99,806
Patrick Hogan	3,273	77,990
Patricia Kenyon	3,345	79,718
Gerald Goldman	4,188	99,806

<u><b>Increase</b></u>	<u><b>2007-08 Increase</b></u>	<u><b>2007-08 Salary</b></u>
Paul Leahy	3,612	83,875
Tom Clark	4,491	104,297
Patrick Hogan	3,510	81,500
Patricia Kenyon	3,587	83,305
Gerald Goldman	4,491	104,297



## **ARTICLE VI ASSISTANCE**

1. The administrators shall be provided with clerical assistance as shall be reasonably necessary for them to effectively accomplish the duties assigned to the administrators by the employer.

## **ARTICLE VII BENEFITS**

1. Benefits: The employer shall provide all the same benefits to the administrators and their dependents as provided to other professional (teachers) employees including health insurance. The same provisions included in the teacher's contract Article XXX shall apply to Saranac Lake Administrators.
2. Dues Deduction: When authorized in writing by the administrator, the employer shall deduct from his salary dues for any professional organization or association, and the employer shall promptly transmit such deductions to the authorized organization or association on behalf of the administrator.
3. The District agrees to permit each administrator to budget and expend an amount not to exceed \$600.00 per year for dues to professional organizations such as ASCD, AASA, NASSP (SANYS not included) for the benefit of the administrator.
4. As a reward for staying in good health, the District agrees to permit any administrator who maintains a minimum balance of one hundred (100) accumulated sick leave days to convert up to forty (40) days at year's end at a value of \$150 per day to a maximum amount of \$6,000 per year. The administrator may elect to contribute all or a portion of such amount to his/her 403b plan or receive all or a portion of such amount in cash. If the administrator elects to contribute to his/her 403b plan, the District will pay such amount directly to the administrators 403b plan sponsor by September 1 of each year.

## **ARTICLE VIII GRIEVANCE PROCEDURE**

### **1. Definitions**

- a. "A grievance shall be any claim by an administrator that a provision of this agreement has been violated or that there has been an alleged misinterpretation of the application of existing laws, rules, or policy."
- b. "Days" shall mean work days.

### **2. Procedure:**

- a. Step One The administrator shall present his grievance to his immediate supervisor. Discussion and resolution of the grievance shall be on an oral and informal basis. If the grievance is not resolved on any informal basis, then the grievance must be presented to the immediate supervisor in written form. Within five days subsequent to the presentation of the grievance in written form the immediate supervisor shall render a written decision setting forth his determination of the grievance together with the reasons for his decision. A copy of the decision shall be delivered promptly to the administrator. If such grievance is not resolved in a manner satisfactory to the administrator, the administrator, within ten days after receipt of the supervisor's written decision may proceed to Step Two.
- b. Step Two The administrator shall request in writing a review and determination of his grievance by the employer. In such case, the aggrieved administrator and his immediate supervisor shall each submit to the president of the Board of Education a written statement setting forth the specific nature of the grievance, the relevant facts, and the decision reached by the immediate supervisor. Thereupon, and within ten days after receipt of the written request for review and determination, the person or committee designated by the employer to resolve the grievance shall hold a hearing on the grievance. The immediate supervisor of the

administrator shall not participate in Step Two of the grievance procedure. Unless otherwise requested by the administrator, the hearing shall be conducted in executive session. Within ten days after the conclusion of the hearing, the person who or committee which heard the case shall render a written decision setting forth his, or its, determination of the grievance together with the reasons for his, or its, determination of the grievance, and it shall be delivered promptly to the administrator and his immediate supervisor. A decision terminating Step Two shall not be construed as prejudicing the administrator from seeking further relief with respect to the grievance in an appropriate administrative or judicial proceeding.

#### **ARTICLE IX ADMINISTRATOR PHYSICALS**

Administrators will be permitted to have the required annual school physical examination conducted by their personal family physician rather than the school physician.

Administrators shall submit medical expenses for this physical examination to their health insurance provider and the District agrees to compensate administrators for any unreimbursed costs in an amount not to exceed \$350 per year.

**ARTICLE X**  
**SICK LEAVE BANK**

- A. Purpose: The Sick Leave Bank is established to aid administrators who suffer prolonged illness and whose sick leave accumulation has been exhausted.
- B. Membership: Any member of the bargaining unit may voluntarily join the Sick Leave Bank. He may do so by signing an authorization form requesting the Board of Education to deduct a maximum of **twenty-four (24)** days per school year from his accumulated sick time. A member may elect to enroll in this bank during the month of **September, February and June** of each school year. During any one school year, the total number of days available at any one time in the bank shall not exceed 120 days for each member of the administrators bargaining unit.
- C. Utilization: Requests to utilize the Sick Leave Bank will be made to the Superintendent and Board of Education. A request to utilize days from the bank will require:
- a) A doctor's statement indicating the nature of the illness or injury.
  - b) A statement from the district that the administrator has exhausted his/her accumulated sick days.
  - c) A statement from the administrator indicating the approximate number of days requested.
  - d) An individual may borrow a maximum of 120 days during a single school year.
  - e) If the individual does not use the total number of days requested, the balance of such days shall be returned to the sick bank.
- D. The Association has the responsibility for developing and implementing the guidelines for use of Sick Leave Bank. The decision of the Superintendent and Board of Education in either granting or denying the use of Sick Leave Bank days shall be final and binding and not subject to the grievance procedure.

**ARTICLE XI  
RETIREMENT INCENTIVE**

- A. Upon retirement and subject to the limitations and provisions of this article, bargaining unit members shall receive a single lump-sum payment according to the following schedule:

<b>After 10 years of service (administrator)</b>	<b>\$15,000</b>
<b>Years 11-25, \$1,500 per year to a maximum of</b>	<b>\$22,500</b>

**In addition up to 30% of accumulated sick leave will be paid to the Administrator at their per diem rate of pay at the time of retirement. The maximum allowable payment under both these provisions shall not exceed \$37,500.**

- B. To be eligible for this benefit upon retirement, a bargaining unit member must meet the following criteria and stipulations:

1. The bargaining unit member must have completed at least ten (10) years of full-time consecutive service as an administrator (one of the titled positions in the Association) in the district by the date the bargaining unit member retires from the district;
2. The bargaining unit member must be eligible and must have made application for retirement under the provisions of the New York State Teacher's Retirement System;
3. The bargaining unit member must provide the Board of Education **with a letter of retirement one hundred eighty days (180) prior to his/her effective date of retirement.**
4. **The bargaining unit member may, when faced with life altering events, rescind the letter of retirement any time prior to ninety (90) days of his/her effective date of retirement.**

- C. For the purpose of this Article the following limitations and definitions apply:

1. The effective date of retirement shall mean the day following the last day the bargaining unit member is employed by the District.
2. "Year of eligibility" is defined as the year in which the affected employee's effective date of retirement takes place in relationship to the eligibility requirements under the appropriate retirement system for eligibility to receive a retirement benefit.
3. The bargaining unit member will receive the benefit in a single lump-sum payment on the first payroll following the effective date of retirement, unless some other arrangement is made with the District Office before the first payroll of either semester or May 1.
4. If at any time the District is required to participate in a mandatory State offered Retirement Incentive, the bargaining unit member, if qualified, shall have the right to select either the State offered incentive or the local incentive, but cannot opt for both.

## **ARTICLE XII**

### **PROFESSIONAL GOALS AND EVALUATION**

1. **Goals:** All administrators will develop goals on an annual basis and submit these for review by the Superintendent no later than October 1. These goals will be in the following areas:
  - a. **Leadership** (At least one goal)  
This area refers to specific leadership skills to be acquired or modified to reflect continuous development as an administrative leader. At the discretion of the Superintendent, and only after discussion with the administrator, goal(s) in this area may be assigned.

**b. Building (At least two goals)**

**This area reflects specific program, grade/department, student achievement, and/or community goals that the administrator wishes to pursue at the building level.**

**2. Evaluation:**

**The Superintendent of Schools, on an annual basis, will evaluate all administrators. The evaluations will be completed on or before the first day of each school year (July 1). During 2005-2006, a committee of administrators, one board of education member, and the Superintendent will meet to review the current evaluation process/instrument and make recommendations to the Board of Education for its continuation or modifications no later than January 3, 2006.**

**ARTICLE XIII  
SCOPE AND DISTRIBUTION OF AGREEMENT**

1. This agreement contains the entire agreement between the parties hereto. No amendments, alterations, or modifications may be made to this agreement unless such amendment, alteration, or modification is contained in a written document executed by the administrator and a duly authorized representative of the employer with the same degree of formality as this agreement.
2. Any dispute or disagreement between the parties shall be decided in accordance with the applicable provisions of this agreement. If this contract does not contain provision with respect to the cause for such dispute or disagreement, such dispute or disagreement shall be decided in accordance with the established practices between the employer and other employees in effect at the time such dispute or controversy arose.
3. In this agreement, the use of the masculine includes the use of the feminine unless the context requires otherwise.

4. The District shall print copies of the agreement and distribute a copy to each member of the Association not later than sixty (60) days after the final agreement is executed by the parties. Any new member(s) of the Association shall be provided a copy of this agreement within ten (10) working days after he has assumed the position.
5. If any provision of this Agreement is or shall at any time be judged contrary to law in a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced or subject to the grievance procedure, except to the extent permitted by law. However, all other provisions of this Agreement shall continue in full force and effect.

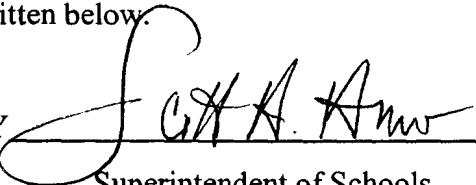


**ARTICLE XIV  
SIGNATURES**

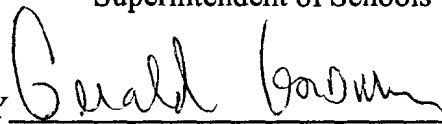
The duration of this Agreement shall be for the period beginning July 1, 2005 and ending June 30, 2008.

It is mutually agreed that in the event the moratorium on health insurance expires on June 30, 2007, negotiations pertaining to health insurance and salary may be reopened by either party.

IN WITNESS WHEREOF, the parties hereto executed this agreement as of the day and year written below.

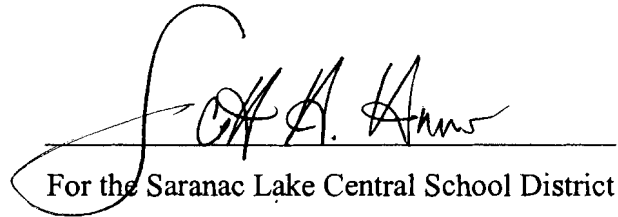
BY   
Superintendent of Schools


7-25-05  
Date

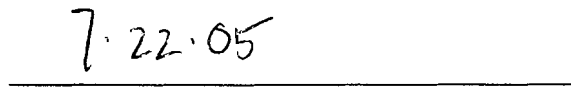
BY   
For the Administrators

7.22.05  
Date

The undersigned parties have ratified the following Memorandum of Understanding and agreed to incorporate it into their collective bargaining agreement.

  
For the Saranac Lake Central School District

  
For the Saranac Lake Administrators Unit

  
Date

